

The plaintiff further alleges in his bill, that he did not know what number of negroes, horses and cattle had been conveyed to him by the mortgage; that he had reason to believe and therefore charged, that the defendants, having it in their power, contemplated and designed to sell and dispose of part, or the whole of the said property, with a view to defeat his lien; that a discovery of the specific property intended to be conveyed to him by the mortgage was necessary and material for the protection of his interest; that a decree for the foreclosure of the mortgage, or a sale of the said property, could not be had before the first of October, 1830, before which time, he was apprehensive that the defendants would sell, dispose of, conceal, or remove the whole, or a part of the said personal property, and thus jeopardize a part of his claim; and that the goods, wares and merchandise, and debts transferred to him by the agreement of the 26th of May, 1828, would be wholly inadequate to the full payment of his claim; and would leave a balance due to him of eight thousand dollars. Upon which he prayed a discovery of the mortgaged property, and for an injunction, prohibiting the defendants from selling, disposing of, removing or concealing the whole, or any part of the personal property of the said William Clagett, deceased, until further order of this Court.

Whereupon, an injunction was granted as prayed, and issued accordingly.

After all the defendants had answered, they filed and propounded an interrogatory to the plaintiff, asking him whether the original agreement of the 26th of May, 1828, as exhibited and filed with the answer of Thomas Clagett was not the real agreement entered into on the one part by Salmon as stated.

BLAND, C., 3rd September, 1828.—Ordered, that the plaintiff Charles Salmon, make a full and sufficient answer to the foregoing interrogatory on or before the first day of October next; provided, that a copy of this order, together with a copy of the said interrogatory, be served on him on or before the thirteenth day of the present month.

In obedience to which the plaintiff, by his solicitor, said, “the complainant answers to the foregoing interrogatory, yes.” This answer was received without objection.

131 *The plaintiff excepted to the sufficiency of the answers of the defendants; first, because they had not discovered and set forth the number, nature and kind of the personal property included in and conveyed by the mortgage. And in the next place, because they neither denied, nor admitted the allegations of the bill, that the personal property so mortgaged remained in the possession of the defendants Elizabeth and Edmund, and was